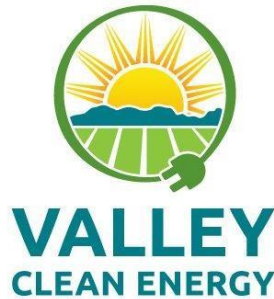


**Valley Clean Energy Alliance
604 2nd Street, Davis, California 95616
Phone: (530) 446-2750**



**REQUEST FOR PROPOSALS
FOR
GENERAL COUNSEL SERVICES**

PROPOSALS ARE DUE:

Friday, April 16, 2021 BY 4:00 P.M. (Pacific Daylight Time)

Proposals must be e-mailed in PDF form to Alisa.Lembke@ValleyCleanEnergy.org

**Valley Clean Energy Alliance is a Joint Powers Authority
consisting of the Cities of Davis, Woodland, and Winters and the County of Yolo.**

Scope of Services**GENERAL COUNSEL SERVICES****I. BACKGROUND**

Valley Clean Energy Alliance (VCE) is a Joint Powers Agency that serves as the Community Choice Aggregator (CCA) for electricity customers in the cities of Woodland, Davis, Winters, and the unincorporated areas of Yolo County. VCE offers choice in the electric utility market; empowers local control of electricity procurement decisions; reduces the carbon footprint associated with electricity service; and helps support the growth of local energy projects.

VCE is governed by an eight-member Board of Directors, two each from the Woodland City Council, Davis City Council, Winters City Council, and the Yolo County Board of Supervisors. As a community-governed entity, VCE gives customers access to the people who make the rate and service decisions: supervisors and council members whom they already know. The Board is advised by its twelve-member Community Advisory Committee (CAC).

When VCE was formed through a JPA Agreement between Davis and Yolo County in 2017, VCE received general legal services from the Davis City Attorney and an attorney with the Yolo County Counsel's Office, who served as Co-General Counsel. Specialized legal services were also provided by outside counsel. Due to upcoming retirements and internal reassignments, VCE is considering candidates to fill the General Counsel role.

II. DETAILED SCOPE OF SERVICES

VCE is releasing this Request for Proposals (RFP) to obtain proposals from qualified attorneys and law firms to provide general counsel legal services. The successful firm must provide a designated individual to serve as VCE General Counsel that possesses expertise in the areas including, but not limited to, public sector law, CCAs, power purchase agreements, public meetings, land use, environmental, personnel, and contracting. Familiarity and working experience with the California CCA business model is highly preferred. A description of the services sought is described herein.

VCE anticipates that an individual or firm will provide services as General Counsel under a fixed monthly retainer with additional services billed at an hourly rate. It is expected that the services provided under a retainer as General Counsel would be an average of 20 to 30 hours per month. Expectations for general counsel legal services include:

1. Attendance at all meetings of the Board of Directors (monthly) and special meetings if called. Attendance may also be needed at monthly standing committees depending on the matters under consideration. The standing meetings include the staff review of Board Agenda (weekly), Enterprise Risk Oversight Committee (monthly) and the CAC (monthly). Currently, meetings are held virtually, but some are expected to resume being in-person in the future.

2. Provide general legal advice and counsel to VCE Members, Chair and Vice-Chair, General Manager, and other VCE staff related to matters important to the agency.
3. Research and interpret laws, proposed legislation, court decisions, and other legal authorities to prepare legal opinions and to advise the Board and staff accordingly.
4. Review and assist in preparation of VCE Board and Standing Committees meeting agenda packets, resolutions, ordinances, contracts, agreements, memoranda, and other writings as needed.
5. Present written or oral legal reports or advice to the VCE Board, CAC, and staff.
6. Coordination of required work of outside legal counsel retained by VCE for finance activities, regulatory compliance, litigation, or other proceedings.
7. Provide advice and assistance as needed on its application to the operation of VCE, on matters pertaining to the organization of VCE, contracts/agreements, procurement, conflicts of interest, and human resources.
8. Maintain VCE's standard contract/agreement provisions ("boilerplate templates") required of vendors, consultants, or contractors.
9. Time incurred for internal conversations, consultation, emails, memoranda, cross training, etc. between attorneys, paralegals and other staff within the firm.
10. Assist with delivery, development, and contract review and management for VCE programs including the programs plan, any Federal and/or State grants, and any additional programs that may be created.
11. Other routine legal advice, consultation, and opinions to VCE and staff on areas such as: public sector law, public meetings, public records act requests, contracts/agreements, existing and proposed transportation laws and regulations, land use, employment laws, human resources management, conflicts of interest, environmental and hazardous material laws, litigation, risk management, procurement of goods and services, and knowledge of applicable California Codes and federal codes and regulations.

Additional Services

- III.** There will likely be matters that, due to complexity, size in scope, litigation, special projects, new laws or regulations, ballot measures, etc. requiring services beyond that which are encompassed in general counsel legal services. Effective communication will be essential to ensure that the need for Additional Services is discussed in advance and with a reasonable expectation of the number of legal services required. It may also be in VCE's best interest to retain additional outside counsel for unique or specialized matters of law. In those circumstances, VCE General Counsel may be asked to coordinate with outside counsel. Additional Services, beyond the scope of General Counsel, will be billed on an hourly rate. Such services would be authorized by task orders on a case-by-case basis.

IV. PROPOSER MINIMUM QUALIFICATIONS

1. All attorneys proposed by any firm must be admitted to practice in the State of California and in good standing with the California State Bar.
2. The attorney proposed to act as General Counsel to VCE must have at least 10 years legal experience.

3. Demonstrated legal expertise in the following areas as it relates to public agencies or CCAs:
 - a. Laws and regulations governing California, such as the California Government Code, Ralph M. Brown Act, Public Records Act, Political Reform Act, General Municipal Law, and operating procedures relative to the conduct of business.
 - b. Experience and knowledge of the bidding, award, and administration of public contracts, including Public Contract Code, Labor Code, and other California statutes governing the procurement process.
 - c. Experience in public employment labor laws.
 - d. Environmental laws, including the California Environmental Quality Act (CEQA);
 - e. Contracts, joint powers authorities, memoranda of understanding, including risk transfer provisions.
 - f. Preparation and review of ordinances and resolutions.
 - g. Real estate law, easements, rights-of-way, and other related agreements and negotiations.
 - h. Other relevant areas pertaining to special districts, CCAs or municipal law.

V. PROPOSAL EVALUATION

1. VCE will establish a Consultant Selection Panel (Panel) including but not limited to representatives from the Board, General Manager and staff. The Panel will evaluate the proposals based on the information submitted according to the proposal evaluation criteria below.
2. VCE reserves the option to invite short-listed Proposers for a pre-selection interview.
3. Based on the proposals and/or interviews, the Panel will rank proposals and may recommend to Board of Directors to enter a contract (sample contract attached) with the top ranked individual/firm. The Board of Directors has final approval authority to enter a contract with the selected individual/firm.
4. VCE reserves the option to not select any proposals from this RFP.

PROPOSAL EVALUATION CRITERIA: The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting.

| Item | Criteria Description | Weighting |
|------|---|------------------|
| | Minimum Qualifications (Section III)* | Pass/Fail |
| | Experience and Qualifications <ol style="list-style-type: none"> 1. Experience of firm and specific qualifications of attorney designated to serve as VCE General Counsel in the areas identified in section II “Detailed Scope of Services” 2. Resumes of staff designated to support the attorney serving as VCE General Council 3. CCA/Energy experience | 65% |
| | Proposer’s Approach to Working with VCE | 15% |
| | Commercial Terms (Price)** and Compliance with VCE Sample Contract*** | 20% |
| | Total | 100% |

- * Proposer shall pass section III “Proposer Minimum Qualifications” listed above to be declared qualified.

VI. PROPOSAL SUBMITTAL REQUIREMENTS

1. Ten pages maximum submitted electronically. Executive Summary with brief description of company including Firm or individual name and contact information, including e-mail and website addresses, year organized, principals with the firm, types of work performed, number of employees.
2. Summary aligned with Section II “Detailed Scope of Services” above including qualifications, specializations, experience, professional affiliation, special training, availability, California Bar license numbers, and contact information for key personnel and proposed lead and back-up attorneys for the CCA organization.
3. Resumes of key staff that would work on VCE projects.
4. Information on any previous experience or services provided, including CCA experience, General Counsel services, public agency representation, relevant litigation experience, list of relevant past or present clients, etc.
5. List of clients you currently represent that could cause a conflict of interest with your responsibilities as General Counsel for VCE.
6. If your firm or you have filed any litigation in the past five years in which VCE, its city/county members, or one of their employees was named as a party, please describe the case(s).
7. Other factors or special considerations you feel would influence your selection.

8. List of references and contact information.
9. Proposed hourly rates for the attorney assigned to VCE or any alternative fee structure you propose.

VII. MISCELLANEOUS

1. Travel

Travel time billed at 50% of the hourly rate. Any billings for travel time to, from, or within Yolo County will be limited to 1 hour per way. Reasonable travel expenses will be reimbursed without mark-up.

2. Additional Information

Scope of Services may be revised upon mutual agreement between the Contractor and the VCE Contract Manager.

3. Ownership of Work Products

All notes, documents, and final products in all native formats (e.g., Word, Excel, PowerPoint, databases, handwritten notes) produced in the performance of this agreement shall be the property of VCE and shall not be shared with other entities without permission from VCE staff.

4. Request for Proposal Schedule

VCE anticipates that the process for selection of General Counsel and awarding the contract will be according to the following tentative schedule.

| Event | Completion Date |
|--|---------------------------|
| 1. Issue RFP | Wednesday, March 24, 2021 |
| 2. Questions & Notification of Intent* | Monday, April 5, 2021 |
| 3. Responses to Questions | Friday, April 9, 2021 |
| 4. Proposal Due Date | Friday, April 16, 2021 |
| 5. Notification of Preliminary Selection | Friday, April 23, 2021 |
| 6. Interviews | Thursday, April 29, 2021 |
| 7. Anticipated Contract Award Date | Thursday, May 13, 2021 |
| 8. Contract Begins | Tuesday, June 1, 2021 |

* Notification of intent is required to receive a copy of questions and responses to all proposers.

VIII. INSTRUCTIONS TO PROPOSERS

1. Time and Manner of Submission

The Proposal shall be submitted electronically to and received by VCE's office no later than 4:00 p.m. on Friday, April 16, 2021.

Submit to:

Alisa Lembke, Board Clerk

Email: Alisa.Lembke@ValleyCleanEnergy.org

- Each proposal shall include the full business legal name, DBA, and address and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature.
- All proposals submitted become the property of VCE.

2. Explanations to Proposers

All requests, questions or other communications regarding this RFP shall be made in writing to VCE via email. Address all communications to Alisa Lembke, Board Clerk. To ensure that written requests are received and answered in a timely manner, email correspondence is required. Ms. Lembke will distribute questions and the answers to all potential Proposers electronically.

Alisa Lembke, Board Clerk

604 2nd Street

Davis, CA 95616

Email: Alisa.Lembke@ValleyCleanEnergy.org

VCE will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by an electronic request received by VCE prior to the Request for Proposal due date.

4. Revisions and Supplements

Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

5. Proposal Evaluation and Selection Process

The proposals submitted shall be evaluated for award based on the criteria described in the Section IV "Proposal Evaluation Criteria" section of this Request for Proposal.

VCE may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on VCE's review of the proposals received, a "short listed" group of Proposers may be selected. The "short listed" firms may be required to make verbal presentations

of their qualification to VCE. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of VCE to accept it.

The right is reserved, as the interest of VCE may require, to reject any or all proposals and to waive any irregularity in the proposals received.

In the event a Proposer elects to protest VCE's selection, the protest must be submitted in writing to VCE within five (5) business days of April 28, 2021.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to VCE the required insurance certificates as per section 3.10 of the sample contract and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification.

6. Duration of Contract

This contract shall be for an initial three-year period, subject to approval by VCE's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The Budget is subject to the approval of VCE's Board of Directors.

7. Qualifications of Proposers

VCE expressly reserves the right to reject any proposal if it determines that the business and technical organization, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

8. Proposal Preparation Costs

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to VCE.

9. Conflicts

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

10. Manner and Time of Payment

Billing shall be submitted monthly with a detailed, itemized billing on a monthly basis in order to avoid any confusion of services provided.

11. Subcontractors

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts.

Contractor will pay subcontractors in a timely manner.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and VCE.

12. Notice Related to Proprietary/Confidential Data

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask VCE to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. VCE favors full and open disclosure of all such records. VCE will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

13. Contract

VCE's standard contract is included in the Sample Contract section of this Request for Proposal. VCE may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

SAMPLE CONTRACT

A SAMPLE CONTRACT IS ATTACHED HERETO.